



STATE OF IOWA
MASTER AGREEMENT

MA# 005 CTITQ0089 1

EFFECTIVE BEGIN DATE: 04-11-2007
EXPIRATION DATE: 04-30-2012
PAGE: 1 of 4

BUYER : ASHLEY SUPER
ashley.super@iowa.gov
515-281-7073

FOB

PAYMENT TERMS (%): DAYS:

VENDOR:

Networks Inc
2045 Grand Ave Ste F

West Des Moines, IA 50265
USA

VENDOR CONTACT:

Chris Penniman

PHONE: 515-222-2281

EXT:

EMAIL:

VENDOR #: 42141990700

DESCRIPTION OF ITEMS CONTRACTED

CONSULTING, IT

SEE ATTACHED DOCUMENTS

Contract to furnish IT consulting and staff augmentation pursuant to the specifications, terms and conditions of sealed bid #BD80200S102 on file with the Department Of Administrative Services, GSE Purchasing Division, Hoover Building, Level A, Des Moines, Iowa 50319-0105.

For complete instructions on how to use this contract, see the attached file regarding rules or contact The Department of Administrative Services, General Services Enterprise.

This contract is for ITQ service category 8 only, On-going Support

Contact:

Chris Penniman

Ph: 515-222-2281

Fax: 515-221-0175

Email: chrisp@networks-inc.com

PCQT# _____

Rating: 7.96

RENEWAL PERIODS

FROM 05-01-2012 TO 04-30-2014

FROM 05-01-2014 TO 04-30-2016

THRESHOLDS

MINIMUM ORDER AMOUNT:

MAXIMUM ORDER AMOUNT:

NOT TO EXCEED AMOUNT:

AUTHORIZED DEPARTMENT

ALL

SUB Political Sub-divisions

TOTAL \$0.00

VENDOR: _____

APPROVED BY: _____

THIS MA IS SUBJECT TO THE TERMS AND
CONDITIONS ATTACHED HERETO.
PLEASE SEE ATTACHMENTS FOR
FURTHER DESCRIPTIONS.



STATE OF IOWA
MASTER AGREEMENT

MA# 005 CTITQ0089 1

EFFECTIVE BEGIN DATE: 04-11-2007
EXPIRATION DATE: 04-30-2012
PAGE: 2 of 4

LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
1	0.00000		91829	\$0.000000
				\$0.000000
			Computer Software Consulting	
			Contract to furnish IT consulting and staff augmentation pursuant to the specifications, terms and conditions of sealed bid #BD80200S102 on file with the Department Of Administrative Services, GSE Purchasing Division, Hoover Building, Level A, Des Moines, Iowa 50319-0105.	
			For complete instructions on how to use this contract, see the attached file regarding rules or contact The Department of Administrative Services, General Services Enterprise.	
			This contract is for ITQ service category 8 only, On-going Support	
			Contact:	
			Chris Penniman	
			Ph: 515-222-2281	
			Fax: 515-221-0175	
			Email: chrisp@networks-inc.com	
			PCQT# _____	
			Rating: 7.96	



**STATE OF IOWA
MASTER AGREEMENT**

MA# 005 CTITQ0089 1

EFFECTIVE BEGIN DATE: 04-11-2007
EXPIRATION DATE: 04-30-2012
PAGE: 3 of 4

TERMS AND CONDITIONS

Incorporation

The Request for Proposal and/or bid documents for this project and the vendor's proposal in response to the RFP or Bid together with any clarifications, attachments, appendices, or amendments of the State or the Vendor are incorporated into this Contract by reference as if fully set forth in this Contract.

Remedies upon Default

In any case where the vendor has failed to deliver or has delivered non-conforming goods and/or services, the State shall provide a cure notice. The notice to cure shall state the maximum length of time the vendor has to cure. If after the time period stated in the notice to cure has passed, the vendor continues to be in default, the State may procure goods and/or services in substitution from another source and charge the difference between the contracted price and the market price to the defaulting vendor. The State's Attorney General shall be requested to make collection from the defaulting vendor.

Force Majeure

Force majeure includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the party affected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent. These provisions of force majeure also apply to subcontractors or suppliers of the Vendor. Force majeure does not include financial difficulties of the Vendor or any associated company of the Vendor, or claims or court orders that restrict the Vendor's ability to deliver the goods or services contemplated by this Agreement. Neither the Vendor nor the State shall be liable to the other for any delay or failure of performance of this Agreement caused by a force majeure, and not as a result of the fault or negligence of a party.

Subcontractors

The successful vendor shall be responsible for all acts and performance of any subcontractor or secondary supplier that the successful vendor may engage for the completion of any contract with the State. A delay that results from a subcontractor's conduct, negligence or failure to perform shall not exempt the vendor from default remedies. The successful vendor shall be responsible for payment to all subcontractors and all other third parties.

Termination-Non-Appropriation

Notwithstanding any other provision of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State to appropriate funds, discontinuance or material alteration of the program for which funds were provided, then the State shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration.

Immunity of State/Fed Agencies

The vendor shall defend and hold harmless the State and Federal funding source for the State of Iowa from liability arising from the vendor's performance of this contract and the vendor's activities with subcontracted and all other third parties.

Assignment

Vendors may not assign contracts or purchase orders to any party (including financial institutions) without written permission of the General Services Enterprise - Purchasing.

Anti-Trust Assignment

For good cause and as consideration for executing this purchase order, the vendor, through its duly authorized agent, conveys, sells, assigns, and transfers to the State of Iowa all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Iowa, relating to the particular goods or services purchased or acquired by the State of Iowa pursuant to the using State of Iowa agency.

Delivery and Acceptance

When an award has been made to a vendor and the purchase order issued, deliveries are to be made in the following manner.

- A. Deliveries - All deliveries are to be made only to the point specified on the purchase order. If delivery is made to any other point, it shall be the responsibility of the vendor to promptly reship to the correct location. Failure to deliver procured goods on time may result in cancellation of an order or termination of a contract at the option of the State.
- B. Delivery Charges - All delivery charges should be to the account of the vendor whenever possible. If not, all delivery charges should be prepaid by vendor and added to the invoice.
- C. Notice of Rejection - The nature of any rejections of a shipment, based on apparent deficiencies disclosed by ordinary methods of inspection, will be given by the receiving agency to the vendor and carrier within a reasonable time after delivery of the item, with a copy of this notice to the General Services Enterprise - Purchasing. Notice of latent deficiencies which would make items unsatisfactory for the purpose intended may be given by the State of Iowa at any time after acceptance.

Delivery and Acceptance (cont)

- D. Disposition of Rejected item - The vendor must remove at the vendor's expense any item rejected by the State. If the vendor fails to remove that rejected item, the State may dispose of the item by offering the same for sale, deduct any accrued expense and remit the balance to the vendor.
- E. Testing After Delivery - Laboratory analysis of an item or other means of testing may be required after delivery. In such cases, vendors will be notified in writing that a special test is being made and that payment will be withheld until completion of the testing process.

Title to Goods

The vendor warrants that the goods purchased hereunder are free from all liens, claims or encumbrances.

Indemnification

To the extent that goods are not manufactured in accordance with the State's design, the vendor shall defend, indemnify and hold harmless the State of Iowa, the State's assignees, and other users of the goods from and against any claim of infringement of any Letter Patent, Trade Names, Trademark, Copyright or Trade Secrets by reason of sale or use of any articles purchased hereunder. The State shall promptly notify the vendor of any such claim.

Nondiscrimination

The vendor is subject to and must comply with all federal and state requirements concerning fair employment and will not discriminate between or among them by reason of race, color, religion, sex, national origin or physical handicap.

Warranty

The vendor expressly warrants that all goods supplied shall be merchantable in accordance with the Uniform Commercial Code, Section 2-314 and the Iowa Code, Section 554.2314.

Taxes



**STATE OF IOWA
MASTER AGREEMENT**

MA# 005 CTITQ0089 1

EFFECTIVE BEGIN DATE: 04-11-2007
EXPIRATION DATE: 04-30-2012
PAGE: 4 of 4

The State of Iowa is exempt from the payment of Iowa sales tax, motor vehicle fuel tax and any other Iowa tax that may be applied to a specified commodity and/or service. Contractors performing construction activities are required to pay state sales tax on the cost of materials. The Iowa Department of Revenue exemption letter will be furnished to a vendor upon request.

Hazardous Material

All packaging, transportation, and handling of hazardous materials shall be in accordance with applicable federal and state regulations including, but not limited to, the Material Safety Data Sheet provision of O.S.H.A. Hazard Communication Standard 29CFR 1910.1200, and Iowa Administrative Code, Chapter 567.

Public Records

The laws of the State of Iowa require procurement records to be made public unless exempted by the Code of Iowa.

Miscellaneous

The terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this contract shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If however, jurisdiction is not proper in Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, providing that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability, which may be available to the State of Iowa.

If any provision of this contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

Records Retention

The vendor shall maintain books, records, and documents which sufficiently and properly document and calculate all charges billed to the State of Iowa throughout the term of this Agreement for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The vendor shall at, no charge, permit the Auditor of the State of Iowa, or any authorized representative of the State (or where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government) to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of the vendor relating to orders, invoices, or payments documentation or materials pertaining to this Agreement.

Independent Contractor

The vendor is an independent contractor performing services for the State of Iowa, and as such shall not hold itself out as an employee or agent of the State.

Performance Monitoring

For all service contracts, the requirements of Iowa Code sections 8.47 shall be incorporated into final terms and conditions of the contract.

Confidentiality

Each party may have access to confidential information of the other party to the extent necessary to carry out their responsibilities under the Agreement and Software License Agreement. Such confidential information shall, at all times, remain the property of the party disclosing the confidential information. Each party shall preserve the confidentiality of the confidential information disclosed or furnished by the other party, and shall maintain procedures for safeguarding such confidential information. Each party shall accept responsibility for providing adequate supervision and training to its agents, employees and any approved contractors and subcontractors to ensure compliance with the terms of this Agreement.

Works Made for Hire

All information, reports, studies, flow charts, diagrams, and other tangible and intangible material of any nature, whatsoever, produced by the vendor for delivery to the State during the course of this engagement and all copies of any of the foregoing shall be the sole and exclusive property of the State, and all such material and all copies shall be deemed "works made for hire" of which the State shall be deemed the author.

To the extent that the materials are not deemed "works made for hire", the vendor hereby irrevocably grants, assigns, transfers, and sets over to the State all legal and equitable right, title, and interest of any kind, nature or description in and to the materials and the vendor shall be entitled to make absolutely no use of any of the materials except as may be expressly permitted in this Agreement.

Vendor's Property

Notwithstanding provisions of "works made for hire", the vendor shall own all of its pre-existing methods, techniques, and processes, including software and documentation, that it brings to this engagement and shall own all enhancements to these methods, techniques and processes, including software and documentation, that are developed during the course of this engagement ("Vendor's Property") and (b) the vendor shall have the right to retain copies of all materials referred to in "works made for hire" in its files evidencing its services for the Information Technology Enterprise. The vendor agrees to grant the State/ITE a royalty-free, nonexclusive, nontransferable license to use, duplicate and disclose the Vendor's Property for the purposes contemplated by this Agreement.

N60

NET 60 DAYS



Rules Regarding ITQ

From Iowa Code 11- Chapter 105.8(7) - The department may pre-qualify vendors for certain classes of solicitations, including but not limited to: 1) Information technology consulting, 2) Architectural services, and 3) Engineering services.

Following institution of a prequalification process the department may select, in a competitive manner, a pre-qualified vendor ~~without public notice and~~ without further negotiation of general terms and conditions. A solicitation "may" be restricted only to pre-qualified vendors, in addition to the TSB notification required by 105.7(2). See also 11—106.5(80GA, HF534) below.

Vendor prequalification is not an award and does not create an obligation on the part of the department.

The department shall use an invitation to qualify process for the purpose of facilitating a subsequent solicitation that uses one of the other methods described in these rules. The purposes of using an invitation to qualify process include but are not limited to the following:

- 1) Standardize state terms and conditions relating to the type of procurement, thereby avoiding repetition and duplication.
- 2) Ensure that pre-qualified vendors are capable of performing work in a manner consistent with operational standards developed and adopted by the department.
- 3) Implement a pay-for-performance model directly linking vendor payments to defined results as required by Iowa Code section 8.47.
- 4) Consolidate records of vendor qualifications and performance in one location for reference and review.
- 5) Reduce time required for solicitation of proposals from vendors for individual procurements.

The department shall develop criteria for vendor qualification based upon its own expertise, the recommendations of its advisors, information and research, and the needs of agencies. The department shall develop and specify evaluation criteria for each invitation to qualify. Examples of evaluation criteria may include, but are not limited to the following:

- 1) Affirmative responses to a mandatory agreement questionnaire.
- 2) Ratings of at least average on a professional/technical personnel questionnaire.
- 3) Scores in a specified range for each client reference survey.
- 4) Competitive cost data by type of service.
- 5) Acceptable vendor financial information.

The department shall establish and notify pre-qualified vendors of minimum acceptable performance levels and institute a performance tracking mechanism on each pre-qualified vendor. If a vendor's performance falls below the minimum acceptable level, the vendor shall be removed from the pre-qualified list. A vendor that does not pre-qualify or that is removed from the pre-qualified list due to the vendor's performance has the right to appeal in accordance with 11—105.20(80GA, HF534).

11—106.5(80GA, HF534) Use of competitive selection:

Departments and establishments shall use competitive selection to acquire services from private agencies when the estimated annual value of the service contract is equal to or greater than \$5,000 or when the estimated value of the multiyear service contract in the aggregate, including any renewals, is equal to or greater than \$15,000 unless there is adequate justification for a sole source or emergency procurement pursuant to rule 106.7(80GA, HF534) or 106.8(80GA, HF534) or another provision of law.

106.5(1) When the estimated annual value of the service contract is equal to or greater than \$50,000 or the estimated value of the multiyear service contract in the aggregate, including any renewals, exceeds \$150,000, a department or establishment shall use a formal competitive selection process to procure the service.

106.5(2) When the estimated annual value of the service contract is equal to or greater than \$5,000 but less than \$50,000 and the estimated value of the multiyear service contract in the aggregate, including any renewals, does not exceed \$150,000, a department or establishment, in its sole discretion, shall use either a formal or informal competitive selection process to engage a service provider.

106.5(3) The requirement to use competitive selection to select a service provider when the estimated annual value of the service contract is equal to or greater than \$5,000 or when the estimated value of the multiyear service contract in the aggregate, including renewals, is equal to or greater than \$15,000 applies even when the department or establishment purchases services from a private entity and designates the contract it enters into with the private entity as a 28E agreement.

11—106.9(80GA, HF534) Informal competitive procedures.

106.9(1) When utilizing an informal competition as defined in rule 106.3(80GA, HF534), the department or establishment may contact the prospective service providers in person, by telephone, fax, E-mail or letter. When the department or establishment is not able to locate three prospective service providers, the department or establishment must justify contacting fewer than three service providers. The justification shall be included in the contract file.

106.9(2) A department or establishment may send copies of the scope of work to service providers that it has identified as qualified to perform the work described in the scope of work.

NetWorks Inc.
2045 Grand Ste F
W. Des Moines

March 10, 2004

Ms. Ashley Super
Purchasing Agent III and Issuing Officer
Hoover State Office Building,
Level A
Des Moines, IA 50319-0104

ITQ
Category #8

Dear Ms. Super:

We are responding to your invitation to submit a response to the ITQ #BD80200S102, Version# 1.0 for consideration by the State of Iowa to be included as a service provider in the statewide IT Consulting Multi-Award contract.

We are submitting a response for the Staff Augmentation category of (8) On-Going Support. This submission will include an original of our proposal together with two (2) copies and an electronic soft copy on diskette.

The identified service provider contact administrator will be Kevin Wichtendahl. He can be reached at 515-222-2281 during regular business hours. If you have any questions or need clarification, please contact him.

Sincerely,



Chris Larson, President
NetWorks, Inc.

RECEIVED
04 AUG -3 AM 9:47
G.S. OFFICE
IOWA

ITQ Response Table of Contents

ITQ Response Table of Contents	2
Non-Collusion Statement.....	3
Mandatory Agreement Questionnaire.....	4
Lobbying Certification.....	5
List of Clients/Survey Recipients	6
Professional/Technical Personnel Questionnaire.....	7
Cost Data Sheet.....	11
Signature Pages.....	12
Certification Listing	14
Vendor Application.....	16
Federal Form W-9.....	16

Non-Collusion Statement

NON-COLLUSION AFFIDAVIT

I, the undersigned, am the person responsible for the preparation of and cost data contained in this response submitted to the STATE in response to this ITQ and certify that:

Cost data has been arrived at independently and without consultation with any other party.

No information regarding this response content has been disclosed to any other party that may be or may potentially be responding to the ITQ with a response.

No attempt has been made to induce or to refrain any other party in responding to this ITQ or to influence the content of their response.

This response and subsequent proposal(s) submitted by my firm to RFPs referring to this ITQ is made / will be made in good faith and not pursuant to any discussions / agreement with any other party.

My firm and its affiliates, subsidiaries, officers, directors and employees are not currently under investigation or been convicted for any act prohibited by federal law involving conspiracy or collusion with respect to bidding on public ITQ and related POs, except as follows:

_____ NONE _____

I understand that any miss-statement in this affidavit is and shall be treated as fraudulent concealment from the STATE of the true facts relating to the response submission for this ITQ.

Name: Christopher Larson, Position: President

SIGNATURE:  Date: 7/30/2004

Representing Networks, Inc. MAY 12 2007

SWORN TO AND SUBSCRIBED BEFORE ME THIS DAY 7/30/04 of March, 2004.

NOTARY PUBLIC Rita J. Scheining My commission expires: MAY 12, 2007

Mandatory Agreement Questionnaire

This section consists of a series of questions that must be answered to the affirmative prior to proceeding with development of your response. It confirms your understanding of and agreement to our requirements for submitting a response. Negative responses will disqualify you. Please insert a copy of your answers inside each of your responses.

1. Do you agree that the contents of your proposal(s) will become part of any resulting ITQ and related POs and can not be held confidential? YES ☒ NO ☐
2. Do you agree to submit one original of your proposal, together with two (2) copies and a electronic soft copy on diskette? YES ☒ NO ☐
3. Will you include at least three (3) client references and agree you must attain acceptable scores from references for each service category you are attempting to qualify for? YES ☒ NO ☐
4. Do you agree that you must maintain an acceptable rating by each agency you do work for in order to remain pre-qualified for each service category? YES ☒ NO ☐
5. Do you agree to abide by agency specific requirements as outlined in section 1-25? YES ☒ NO ☐
6. Do you agree that your response will remain valid for at least 120 business days and duration of ITQ and related POs? YES ☒ NO ☐
7. Are you a TSB or do you currently have or have had a contracting role in three (3) projects for each of the categories you are attempting to qualify for? YES ☒ NO ☐
8. Do you agree that if the STATE finds any part of your response to be false, you will be placed on temporary suspension from doing business with the STATE? YES ☒ NO ☐
9. Do you accept the requirements stated in sections 1-19 and 1-21? YES ☒ NO ☐
10. Will you provide all documents of proof of insurance as required by this ITQ and any related POs? YES ☒ NO ☐
11. Are you aware that the STATE will conduct any and all background checks it deems necessary? YES ☒ NO ☐

SUBMIT COMPLETED COPY INSIDE YOUR RESPONSE.

COMPLETED BY 

Lobbying Certification

LOBBYING CERTIFICATION FORM FOR ITQ AND RELATED POSS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of her or his knowledge and belief, that

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with the awarding of any federal contract or agreement, or the making of any federal grant, loan, or co-operative agreement.

If any funds other than federal appropriated funds have been paid to any person for influencing or attempting to influence the making of federal contracts or federal grants, loans, co-operative agreements, the undersigned will submit full disclosure of lobbying activities showing all details and supporting documents.

The undersigned will require any or all subcontractors to submit a separate lobbying certification and disclosure accordingly.

SIGNATURE:  TITLE: President

COMPANY NAME: Networks, Inc. DATE: 7/30/2004

List of Clients/Survey Recipients

We have requested that you be provided with a response to the client survey by:

Lisa Davis
Iowa Department of the Blind
State Office Building
Des Moines, IA 50309

Professional/Technical Personnel Questionnaire

1. How do you intend to provide the resources required by this ITQ?

NetWorks, Inc technicians have a strong and diverse knowledge base with certification in Novell, Microsoft, Citrix, Cisco, Macintosh, Checkpoint, SonicWall, Hp, Compaq and more. Since the company's expertise is not limited to one certain platform or computer application, **NetWorks** has been very successful in providing customized solutions for all types and size of businesses throughout Iowa and the Midwest.

Today's information technology is changing by quantum leaps and bounds. To maintain our industry leadership, we are strongly committed to continuing education for our entire staff. This constant attention to technology demonstrates our commitment to always stay ahead of the technology curve and to anticipate and incorporate future computer innovations.

We have a staff of 15 certified systems engineers and are available 24 hours a day; 7 days a week

2. Identify the SP contract administrator and describe the functions that person will perform.

The service provider contract administrator will be Kevin Wichtendahl. Kevin is a sales manager at **NetWorks**, Inc. and holds certifications as a CNE, CCDA, CCSP. Kevin will be the principal contact for all ITQ, bid and PO needs. His responsibilities as SP contract administrator will include but not be limited to: verbal and written communication with various state agencies, completing and submitting bids, coordination of personnel to fulfill an assigned bid and other duties as they arise.

3. Describe how you plan on providing additional personnel if it becomes necessary to properly staff projects.

Our staff are assigned to our clients on a project basis. All of these staff would be available to fulfill a purchase order's obligation. If the situation arises, that we need to expand outside of current staff, maintain an active potential employ listing to insure that we could successfully augment our staff.

4. Describe your company's ability to uniquely address problems and issues related to the service category.

From its initial founding, **NetWorks**, Inc., has built and expanded its status as the Midwest's leading information technology firm by providing outstanding computer network consulting, planning, design, installation, troubleshooting, management, programming and customized outsource consulting.

Maintaining instant access to company information, industry information and competitor information is more critical now than ever before in history. And it's not enough to have the latest information during business hours. With the internet and

satellites and digital communication, business today are rapidly growing toward a worldwide economy with 24-hour information becoming a necessity for competitive companies.

NetWorks, Inc. provides corporate peace of mind with exclusive 24-hour-a-day service for our clients. It is important to realize that businesses don't consider and install networks just for the sake of having the latest equipment they want a complete solution for their individual needs. They want a stable, reliable source for long-term support. If a problem does come up, an immediate resolution is wanted.

5. Describe your company's practices in adopting client policies and methods.

Because we are a company that practices primarily in networking and troubleshooting for a wide client bases, our engineers/technicians have learned to quickly identify and adopt client policies and methodologies. This skill provides them with the ability to quickly assess the situation and provide a positive resolution.

For the following questions indicate in each area the extent of knowledge and training your company would be able to offer and whether your company would be able to provide performance with or without guidance, or could teach others.

6. List each type / brand of operating system/ communication system you are experienced with in each category below and make comments.

a) **Mainframes:** **NetWorks**, Inc. will not be providing services regarding this section.

b) Midrange / Minicomputer:

Many of our engineers have over ten (10) years "hands-on" experience with these systems. They have mentored past and current staff to insure that **NetWork's** high standards are maintained. The engineers utilize the informal network within **NetWorks** to discuss issues and propose possible resolutions.

NetWorks is affiliated with the following systems:

- | | | |
|-------------|------------|--------------|
| • Novell | • Cisco | • CheckPoint |
| • Microsoft | • Rightfax | • SonicWall |
| • Citrix | • Apple | |

We have a staff of 15 certified system engineers; 7 engineers with MCNE certification, 8 engineers with MCSE certification, 8 engineers with CNE certification as well as many other certifications.

c) Client / Server / Distributed Systems:

Most of our engineers have over ten (10) years "hands-on" experience with these systems. They have mentored past and current staff to insure that **NetWork's** high standards are maintained. The engineers utilize the informal network within **NetWorks** to discuss issues and propose possible resolutions.

NetWorks is certified with the following systems:

- Novell
- Microsoft
- Citrix
- NetAp
- Cisco
- Rightfax
- Apple
- Compaq
- CheckPoint
- SonicWall
- HP
- IIS

We have a staff of 15 certified system engineers; 7 engineers with MCNE certification, 8 engineers with MCSE certification, 8 engineers with CNE certification as well as many other certifications.

d) Desktop:

Symantec
Microsoft
Dell Computer Corporation
Compaq
HP
GFI
Novell
ATI
McAfee
Apple
And many more to numerous to list

e) LAN: 3Com, Cisco, Nortel, Cabletron, Extreme, Foundry

f) Languages and DBMS: **NetWorks, Inc.** will not be providing services regarding this section.

7. Describe your products / experience with Databases.

NetWorks, Inc. will not be providing services regarding this section.

- a) Administration:
- b) Application Development tools:
- c) End user tools:
- d) Structure and methodologies:
- e) Other

8. What general software applications have you experience in?

The majority of all Microsoft applications, including but not limited to: Access, Office, SQL. With 15 engineers this continues to evolve based on client needs

9. Please describe any experience and deployed solutions in each of the following specific technologies below.

a) Help desk solutions / technologies
Currently staff 7x24 Help Desk for all clients

b) Telecommunications wide area network
Certified and have over 10 years experience designing, deploying various types of Wide Area Networks. Cisco / 3Com / Nortel

c) Wireless networking
Certified as Wireless Specialist for Cisco, 3Com, Linksys, Nortel

d) IT staffing
Offer staff augmentation via partnership with Paragon Systems

e) Graphic / web design: **NetWorks**, Inc. will not be providing services regarding this section.

f) Other – Security
NetWorks, Inc is a recognized area specialist in most all areas of security, including but not limited to:

Intrusion Detection

Firewall

Surveillance

General and Specific security policies

Anti-Virus

SPAM Prevention and removal

Cost Data Sheet

COST DATA SHEET for ITQ Number BD80200S102 Revision 1.0

FOR SERVICE CATEGORY: On-Going Support

COMPANY NAME: NetWorks Inc. Date

DESCRIPTION OF SERVICE	RATE PER HOUR NOT TO EXCEED
Provide required technical support via telephone, e-mail or other mode of communication.	\$ 125.00
Provide required technical support working at a customer's location.	\$ 125.00
Provide required technical support on an as needed basis, normally associated with a service level agreement or a purchase order.	\$ 125.00

Signature Pages

I / we as undersigned agree to the terms and conditions of the aforementioned ITQ #BD80200S102 and if our response is accepted, to furnish any and all services upon which cost data has been submitted. Any material misstatement in our response shall be treated as fraudulent concealment from the STATE of the facts relating to this ITQ.

Name of Entity / Person Submitting Proposal:

Kevin Wichtendahl

Mailing address: 2045 Grand Ave, Suite F, West Des Moines, IA 50265

Phone: 515-222-2281 Fax: 515-221-0175 Email: Kevin@networks-inc.com

☐ If Individual: SIGNATURE: _____ Date: _____

Social Security Number: _____

☐ If Partnership: Names -type written: _____ / _____

Social Security Numbers: _____ / _____

SIGNATURES of PARTNERS: _____ Date: _____

_____ Date: _____

☒ If Corporation: Corp ID# 42-1419907 State: IA

SIGNATURE: [Signature] Date: 7-30-04

Name and Title -type written: Kevin Wichtendahl - VP Sales

I / we consent to service of process by certified or register mail addressed to our designated legal agent as required by Part 2-13-i of the Terms and Conditions of the ITQ. I / we appoint

_____ at _____ as our agent to receive service of process.

WITNESS SIGNATURE: _____ Title: _____ Date: _____

The STATE of Iowa, acting through the undersigned officer(s), hereby accepts the foregoing response to the ITQ and pre-approves the SP named for agency requests for proposals using this agreement. This acceptance and the SP's response for the above referenced ITQ and related POs, including the terms and conditions of the ITQ constitute a binding contract between the STATE and the SP.

CT _____ Vendor ID# _____

☐ CONDITIONAL TSB

Evaluation Committee Chairperson _____ Date: _____

DGS Purchasing Div. Administrator: _____ Date: _____

Purchasing Agent / Issuing Officer : _____ Date : _____

I / we as undersigned agree to the terms and conditions of the aforementioned ITQ #BD80200S102 and if our response is accepted, to furnish any and all services upon which cost data has been submitted. Any material misstatement in our response shall be treated as fraudulent concealment from the STATE of the facts relating to this ITQ.

Name of Entity / Person Submitting Proposal:

Kevin Wichtendahl

Mailing address: **2045 Grand Ave, Suite F, West Des Moines, IA 50265**

Phone: **515-222-2281** Fax: **515-221-0175** Email: **Kevin@networks-inc.com**

☐ If Individual: SIGNATURE: _____ Date: _____

Social Security Number: _____

☐ If Partnership: Names -type written: _____ / _____

Social Security Numbers: _____ / _____

SIGNATURES of PARTNERS: _____ Date: _____

☒ If Corporation: Corp ID# **4271419907** State: **IA**

SIGNATURE: **[Signature]** Date: _____

Name and Title -type written: **Kevin Wichtendahl VP Sp**

I / we consent to service of process by certified or register mail addressed to our designated legal agent as required by Part 2-13-i of the Terms and Conditions of the ITQ. I / we appoint

_____ at _____ as our agent to receive service of process.

WITNESS SIGNATURE: _____ Title: _____ Date: _____

The STATE of Iowa, acting through the undersigned officer(s), hereby accepts the foregoing response to the ITQ and pre-approves the SP named for agency requests for proposals using this agreement. This acceptance and the SP's response for the above referenced ITQ and related POs, including the terms and conditions of the ITQ constitute a binding contract between the STATE and the SP.

CT _____ Vendor ID# _____

☐ CONDITIONAL TSB

Evaluation Committee Chairperson _____ Date: _____

DGS Purchasing Div. Administrator: _____ Date: _____

Purchasing Agent / Issuing Officer : _____ Date : _____

Certification Listing

Novell Platinum Partner • Microsoft Certified Solution Provider
• Citrix Solutions Network Silver • Cisco Premier Reseller • Rightfax Partner • Apple
Solutions Provider • CheckPoint • SonicWall Silver

Chad R. Larson, MCNE (2x, 3,x, 4x, 5x, 6x), MCSE, ECNE, CWCA, CASE, CCA, CXE

Messaging, Connectivity, NetWare, Groupwise, Remote VPN Client Connectivity, Mainframe Links, BorderManager, Citrix WinFrame, RightFax, OS2, Intranetware, Windows, Ethernet, Infrastructure, TCPIP, SAA, XioTech, SonicWall, Application Development, Groupwise, ScriptLogic, ZEN, Windows NT/2000/XP Sever/Desktop, SysPrep, SQL server, Brocade, Q-Logic, SAN. Active Directory, LDAP, VBS, Sniffer

Christopher G. Larson, MCNE, MCSE, CCDP, CCNP, CCSE

NetWare, Microsoft NT, SCO UNIX, Databases, Internet, Cisco, Management, Messaging, Connectivity, Intranetware, Routers, Firewalls, BorderManager

Jerry Bruns, MCNE

NetWare, Windows NT, GroupWise, Managewise, Windows

Chad Carrington, CCNP, CCDP, CCNA, CCDA, CSE-IP Telephony & SMB, CXE, CCWSE

Apple Product Professional, Apple Solution Expert, Electronic Prepress, Indigo Eprint, Digital Production, , Cisco, XioTech, VPN

Steve Dennis, CNE, MCP

NetWare, Windows, NT, 2000, ZENworks, SonicWall, Windows 2003, XP, Veritas Backup Exec

Alan Ellis, MCP

Macintosh, Apple Solutions Expert, Apple Product Specialist, AppleTalk, Windows, NetWare, NT

Brian Hammond, MCNE, MCSE

NetWare, Windows NT, Internet, Windows, BorderManager, GroupWise

Jeffrey J. Hayes, MCNE, CCSE, MCSE, ASE

NetWare, Microsoft Windows, LAN/WAN/Remote Client connectivity, CheckPoint Firewall-1, BorderManager, ArcServe, ZENworks

Keith Ketchum, MCNE, MCSE

NetWare, MS SQL server, MS-Access, Visual Basic, GroupWise, DBA, Windows Server, SonicWall

Dru Lesnick, MCNE, ASE

Linux, UNIX, Microsoft NT, 2000, XP, Netware, Oracle, Cisco, Routers, Firewall, Security, Mac OS X

Vincent Meek, CNA

NetWare, Cisco Routers, DOS, Windows, GroupWise, ManageWise, Internet, TCPIP, Linux, Bordermanager

Doug Shivvers, CNE, CCSP, CCA, CCNA

Windows NT, Sniffer, Compaq, TCPIP, Netware, Ethernet, Citrix Winframe & Metaframe, Backup Exec

Corey Weeklund, CNE, MCSE, CCNA

NetWare, Exchange, ZENworks, Windows NT/2000/XP, CommVault, SonicWall

Beck Wipperman, CNE, MCSE, Partnership Manager

NetWare, Windows Microsoft Office, Win95, 98, 2000 workstation, Palm

Kevin Wichtendahl, CNE, CCDA, CCSP – Sales Manager

Acceptance of Amendment #1 to ITQ BD80200S102, version 1.0

Note: The same person who signed the original response to the ITQ must also sign below to accept this amendment to the ITQ.

I, CHRISTIE E. LARSON, officer for NetWorks, Inc.
(name and title) (company name)
CHRIS Tenniman - Larson - VP of Sales

Hereby accept and agree to Amendment No. 1 to the ITQ, BD80200S102, version 1.0 and agree to provide the additional requested information in the amendment.

Signature: CHRISTIE E. LARSON Date: 3/15/2007

Signature for the State: _____ Date: _____

Upon signing, the aforementioned amendment is immediately incorporated into the ITQ and service provider's response to the ITQ.

Submit Two (2) Originally signed copies to:

Ms. Ashley Super, Purchasing Agent III
Iowa Department of General Services (DGS)
Hoover STATE Office Building - Level A
Des Moines, IA 50319-0105

Mark envelope with: "ITQ Amendment #1 Acceptance"

If the amendment as presented is unacceptable, please advise the State of your rejection of the amendment in writing with reasons to the IO as above or by E-mail:

Ashley.Super@dgs.STATE.ia.us.